

Contract ID#: H62161-01CMR

CFPW15000032

Department: Public Works**E-180-15 CF****CF (Capital)****Contract Details**

SERVICE Professional Construction Management

NIFS ID #: CFPW15000032 NIFS Entry Date: 7/31/15 Term: from execution to 3 years

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No X
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes X	No <input type="checkbox"/>
RES#			

**Agency Information**

Vendor	
Name <b>M&amp;J Engineering, P.C.</b>	Vendor ID# <b>30-0284495</b>
Address <b>52 South Terrace Place</b> <b>Valley Stream, NY 11580</b>	Contact Person <b>Maqsood Malik</b>  Phone <b>(516) 837-3636</b>

County Department
Department Contact <b>Kenneth Arnold, P.E.</b>
Address <b>1194 Prospect Avenue, Westbury, NY 11590</b>
Phone <b>516-571-9607</b>

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	8/6/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	8/11/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	8/14/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
8/26/15	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	8/26/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/26/15	County Attorney	CA Approval as to form <input type="checkbox"/>	8/26/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			

PRCF1205 (12/05)

CLEARED FOR RECORDING  
 2015 SEP - 2 P. 5: 02  
 COUNTY CLERK

21-071-3



## Contract Summary

<b>Description:</b> Professional Construction Management Services for Old Country Road Traffic Signal Replacement Contracts
<b>Purpose:</b> To provide Professional Construction Management / Inspection services for construction and post-construction phases for Old Country Road Signals Phases 1 and 2. These services are to be provided in connection with the upgrade of existing signals, communications, and associated equipment.
<b>Method of Procurement:</b> A formal Request For Proposals (RFP) was conducted to procure the services.
<b>Procurement History:</b> A written request for proposals was issued on March 14, 2015. Potential proposers were made aware of the availability of the RFP by publication in Newsday and posting on the County website. Proposals were due on April 10, 2015. Proposals from nine firms were received and evaluated. The technical proposals were evaluated by the Technical Review Committee (TRC), Richard Millet, Chief Deputy Commissioner, Kenneth Arnold, Assistant to Commissioner, Sheila Dukacz, Unit Head Traffic Signal Operations and Mike Kurpysz, Supervisor Traffic Signal Construction. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.
<b>Description of General Provisions:</b> This Department had identified the need traffic signal design services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Old Country Road from Mineola to the County border at Suffolk County. The Department has completed the design of two construction contracts that will accomplish this work. The Department solicited one proposal for construction management services including both resident engineering and construction inspection services for both phases of this project.
<b>Impact on Funding / Price Analysis:</b> Funding for this agreement is available from Capital Projects 62161, 62162 and 62017.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	62
Resp:	161
Object:	00003
Transaction:	CF

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$2,600,000
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,600,000</b>

RENEWAL	
% Increase	
% Decrease	

LINE	INDEX/OBJECT CODE	AMOUNT
1	62162/PWCAPCAP/00003	\$1,100,000
2	62161/PWCAPCAP/00003	\$1,100,000
3	62017/PWCAPCAP/00003	\$400,000
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$2,600,000</b>

APPROVED:

*J. Imato* 8/26/15

INDEPENDENT SECTION

(DATE)

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)
		<b>E #:</b> _____



RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF PUBLIC WORKS AND M&J  
ENGINEERING, P.C.

WHEREAS, the County ON BEHALF OF THE Department of Public  
Works has negotiated a personal services agreement with M&J Engineering,  
P.C. to provide Professional Construction Management/Inspection services  
for construction and post-construction phases for Old Country Road Signals  
Phases 1 and 2, a copy of which is on file with the Clerk of the Legislature;  
now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with M&J Engineering, P.C.



COUNTY OF NASSAU  
DEPARTMENT OF PUBLIC WORKS  
Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830  
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

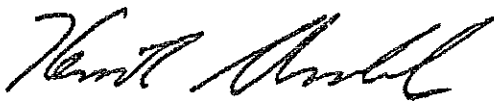
**DATE:** August 6, 2015

**SUBJECT:** CSEA Notification of a Proposed DPW Contract  
Requirements Contract  
Proposed Contract No: H62161 & H62162

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:  
Construction inspection services for:  
Old Country Road Signals Phases 1 and 2
2. The work involves the following:  
Scope of work: Inspection of the replacement of Traffic Control Equipment  
Inspection of the replacement of Fiber Optic Communications
3. An estimate of the cost is: \$700,000.00
4. An estimate of the duration is: thirty (30) Months

Should you wish to propose an alternative to the proposed contract/agreement, please respond within ten (10) days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, ext. 1-9607, fax 1-9657.



Kenneth G. Arnold  
Assistant to Commissioner

KGA:WSN:AL:pl

c: Christopher Fusco, Director, Office of Labor Relations  
Brian Libert, Deputy Director, Office of Labor Relations  
Keith Cromwell, Office of Labor Relations  
William S. Nimmo, Deputy Commissioner  
Patricia Kivo, Unit Head, Human Resources Unit  
Aryeh Lemberger, Unit Head, Traffic Engineering Unit  
Loretta Dionisio, Hydrogeologist II  
Jonathan Lesman, Management Analyst II  
Jeff P. Lindgren, Project Manager





George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: M & J ENGINEERING PC

CONTRACTOR ADDRESS: 52 SOUTH TERRACE PL., VALLEY STREAM, NY

FEDERAL TAX ID: 300284495

---

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on March 14, 2015. Potential proposers were made aware of the availability of the RFP by publication in Newsday and posting on the County website. Proposals were due on April 10, 2015. Proposals from nine firms were received and evaluated. The technical proposals were evaluated by the Technical Review Committee (TRC), Richard Millet, Chief Deputy Commissioner, Kenneth Arnold, Assistant to Commissioner, Sheila Dukacz, Unit Head Traffic Signal Operations and Mike Kurpisz, Supervisor Traffic Signal Construction. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

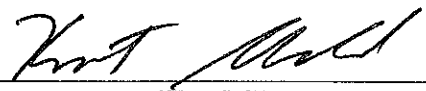
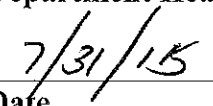
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

***In addition, if this is a contract with an individual or with an entity that has only one or two employees:***

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
  
\_\_\_\_\_  
Date

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



**COUNTY OF NASSAU**  
**DEPARTMENT OF PUBLIC WORKS**  
**Inter-Departmental Memo**

**TO:** Office of the County Executive  
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** June 29, 2015

**SUBJECT:** Old Country Road Traffic Signal Replacement Contracts  
Selection of Firm for Construction Management Services  
Capital Project No. 62161, 62162 and 62017

This Department had identified the need traffic signal design services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Old Country Road from Mineola to the County border at Suffolk County. The Department has completed the design of two (2) construction contracts that will accomplish this work. The Department solicited one (1) proposal for construction management services including both resident engineering and construction inspection services for both phases of this project. Capital project 62161, 62162 and 62017 are an appropriate funding source with available funding.

Firms were requested to submit technical and cost proposals in accordance with the Department's Request for Proposal (RFP). The RFP was prepared in accordance with the Department's policy for assessing technical understanding, statement of qualifications, and proposed project schedule. The RFP was posted on the County's website and advertised in *Newsday*.

Proposals from nine (9) firms were received on April 10, 2015. The technical proposals were evaluated by the Technical Review Committee (TRC), Richard P. Millet, Chief Deputy Commissioner, Kenneth G. Arnold, P.E., Assistant to Commissioner, Sheila Dukacz, Section Head, Traffic Signal Operations and Michael Kurpysz, Supervisor Traffic Signal Construction. Following the review, the technical rank was established and the cost proposals were then opened and reviewed. The results of the technical evaluation are summarized below, along with each firm's cost proposal.

<u>Firm</u>	<u>Technical Score</u>	<u>Proposed Fee (not to exceed)</u>
M&J Engineering (M&J)	95.0	\$2,813,736 <b>\$2,387,868 BAFO</b>
LKB Consulting Engineers (LKB)	92.0	\$2,827,048
L.K. McLean Associates, P.C.	88.3	\$2,357,310
RBA Group	78.3	\$2,079,389
HAKs	78.0	\$2,886,198.88
Gibbons, Esposito & Boyce	76.5	\$2,606,212
Haider Engineering P.C.	73.5	\$2,351,440
Tectonic Engineering and Surveying	64.3	\$2,316,936
Consultants P.C.		







Office of the County Executive

Att: Richard R. Walker, Chief Deputy County Executive

June 29, 2015

Page 2

Old Country Road Traffic Signal Replacement Contracts

Selection of Firm for Construction Management Services

At the completion of the technical review process the TRC identified two (2) firms superior over the remaining six firms. Both of these firms had the requisite experience and identified the personnel that had both the qualifications requested and applicable experience to manage a New York State Department of Transportation (NYSDOT) funded contracts on one of the most critical transportation corridors in the County, Old Country Road. The main difference between these firms which resulted in M&J being technically ranked first was that M&J along with its sub consultant Greenman-Pederson Engineering had more experience with managing a Traffic Rehabilitation project over the firm of LKB. The remaining six (6) firms either lacked the personnel that the Department believes is critical for the successful completion of this project and/or did not have the level of experience working with New York State Department of Transportation (NYSDOT) which is important as these contracts are to receive eighty percent reimbursement.

The TRC found M&J to be the highest technically ranked firm. In reviewing their cost proposal the TRC believed that their cost proposal to be acceptable as it was within \$10,000 of the other highly ranked firm. The request for proposal had identified that each firm propose two (2) construction management teams, one (1) for each phase of work. The technical proposal from M&J identified that it was their opinion that their firm could accomplish the successful management of both projects with a single team. In an effort to get the best value for the County, the TRC requested from M&J a revised cost proposal showing how they could manage both contracts with a single team. M&J submitted a revised cost proposal on June 15, 2015, in the amount of \$2,387,868. The TRC has reviewed this revised proposal and finds it acceptable.

In our professional judgment, the revised proposal submitted by M&J, having the highest technical rating and proposing a reasonable fee, represents the best value to the County. **The Department is proposing a cap for this contract at \$2,600,000 which includes both their proposed fee along with a contingency of ten percent.** Funding is available Capital Projects 62161, 62162 and 62017.

Following your approval or disapproval, we will proceed accordingly.



Richard P. Millet

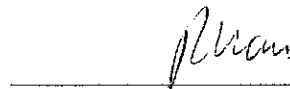
Chief Deputy Commissioner

RPM:KGA:las

c: Kenneth G. Arnold, Assistant to Commissioner  
Sheila Dukacz, Section Head, Traffic Signal Operations  
Christopher Yansick, Management Analyst II  
Jeff Lindgren, Project Manager

APPROVED:

DISAPPROVED:



Richard R. Walker  
Chief Deputy County Executive

Date

Richard R. Walker  
Chief Deputy County Executive

Date



U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Maqsood Malik, P.E., President

Name and Title of Authorized Representative

m/d/yy

Signature

8/12/15

Date

M&J Engineering, P.C.

Name of Organization

52 South Terrace Place, Valley Stream, NY 11580

Address of Organization



## Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the bid/proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 8/12/15

1) Bidder's/Proposer's Legal Name: M&J Engineering, P.C.

2) Address of Place of Business: 52 South Terrace Place, Valley Stream, NY 11580

List all other business addresses used within last five years:

One Cross Island Plaza, Ste. 213, Rosedale, NY 11422 / 180 Bayview Ave., East Islip, NY 11730 / 495 Freedom Plains Road, Poughkeepsie, NY 12603

3) Mailing Address (if different): same

Phone : (516) 218.2878

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 619804599

5) Federal I.D. Number: 30-0284495

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?  
Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses? Yes \_\_\_ No X If Yes, please provide details: \_\_\_\_\_

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No \_\_\_\_ If Yes, provide details. M&J Engineering, P.C., New Jersey. Magsood Malik is also the President of M&J Engineering in New Jersey which has a separate EIN number.

10) Has the bidder/proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes \_\_\_ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☐  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such

occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

- a) Please disclose:
- (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None
  - (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None
  - (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None
- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. None

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 11/23/04
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; See Attachment 1
- iii) Name, address and position of all officers and directors of the company; See Attachment 2
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 75
- vi) Annual revenue of firm; \$7,516,885
- vii) Summary of relevant accomplishments See Attachment 3 Firm Profile
- viii) Copies of all state and local licenses and permits. attached

- B. Indicate number of years in business. 11

- C. Provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company New York State Department of Transportation

Contact Person Christine Caputo

Address 250 Veterans Memorial Highway

City/State Hauppauge, NY 11788

Telephone 631.598.7805

Fax # 631.598.7807

E-Mail Address christine.caputo@dot.ny.gov



Company City of Stamford  
Contact Person Ann Brown, P.E., Project Manager  
Address 888 Washington Blvd  
City/State Stamford, CT 06901  
Telephone 203.977.4003  
Fax # n/a  
E-Mail Address abrown2@ci.stamford.ct.us

---

Company City of New Rochelle  
Contact Person Michael Briska, Traffic Engineer  
Address 515 North Avenue  
City/State New Rochelle, NY 10801  
Telephone 914.654.2135  
Fax # n/a  
E-Mail Address mbriska@newrochelleny.com

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Maqsood Malik, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of August

2015

Tinamarie Malfa  
Notary Public

TINAMARIE MALFA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 41-4915636  
Qualified in Nassau County  
Commission Expires Dec. 21, 2017

Name of submitting business: M&J Engineering, P.C.

By: Maqsood Malik, P.E.  
Print name

[Signature]  
Signature

President

Title

8 / 12 / 15  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Maqsood Malik, P.E.  
Date of birth 10 / 1 / 64  
Home address 180 Bayview Avenue  
City/state/zip East Islip, NY 11730  
Business address 52 South Terrace Place  
City/state/zip Valley Stream, NY 11580  
Telephone 516.218.2878  
Other present address(es) One Cross Island Plaza, Suite 213  
City/state/zip Rosedale, NY 11422  
Telephone 718.525.5500

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)  
President 11 / 23 / 04 - Present Treasurer      /      /       
Chairman of Board      /      /      Shareholder      /      /       
Chief Exec. Officer      /      /      Secretary      /      /       
Chief Financial Officer      /      /      Partner      /      /       
Vice President      /      /       
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?  
NO      YES X If Yes, provide details. 61% ownership.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO      YES X If Yes, provide details. Loan amount \$180,246 / guarantee amount \$1,300,000
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO      YES X; If Yes, provide details.  
M&J Engineering, P.C., New Jersey
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO      YES X If Yes, provide details.  
M&J Engineering, P.C., New Jersey has been awarded contracts from NJ Turnpike Authority and New Jersey Department of Transportation.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.  
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES \_\_\_\_ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
  - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Maqsood Malik, P.E., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 12th day of August 2015

Tinamarie Malfa  
Notary Public

TINAMARIE MALFA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 41-4915636  
Qualified in Nassau County  
Commission Expires Dec. 21, 2017

M&J Engineering, P.C.

Name of submitting business

Maqsood Malik, P.E.

Print name

[Signature]  
Signature

President

Title

8 / 12 / 15

Date

**Attachment 1 - Attachments to Business History Form**

Answer to question A. ii)

Name, addresses, and position of all persons having a financial interest in the company including shareholders, members, general or limited partner.

Maqsood Malik, PE., President, 180 Bayview Avenue, East Islip, NY 11730  
Albert Pozotriga, P.E., Executive Vice President, 753 Closter Dock Road, Closter, NJ 07624  
Alexandros Constantinides, P.E., Vice President, 10 Astor Place, Dix Hills, NY 11746  
Arnold Rubenstein, P.E., Vice President, 133 Lincoln Avenue, Saddlebrook, NJ 07663

**Attachment 2 - Attachments to Business History Form**

Answer to question A. iii)

Name, addresses, and position of all officers and directors of the company.

Maqsood Malik, PE., President, 180 Bayview Avenue, East Islip, NY 11730  
Albert Pozotrigo, P.E., Executive Vice President, 753 Closter Dock Road, Closter, NJ 07624  
Alexandros Constantinides, P.E., Vice President, 10 Astor Place, Dix Hills, NY 11746  
Arnold Rubenstein, P.E., Vice President, 133 Lincoln Avenue, Saddlebrook, NJ 07663



**Firm Profile**

**M&J Engineering, P.C. (M&J)** is a New York State MBE/DBE firm with a local office in Valley Stream (Nassau County) from which this project will be managed. The principals include four veteran New York PEs with over 20 years' experience each serving with major local engineering firms with long track records in Construction Inspection and Design, and we have a professional staff exceeding 75.

M&J specializes in ITS and is particularly strong in construction inspection and construction support. Our staff's expertise includes Construction Inspection Services for major and complex bridge & highway reconstruction projects, road and rail/transit tunnels, communications and security, and as a full service ITS and Traffic Division.

We have been working extensively with Nassau County Department of Public Works providing both design and construction management services under an On-Call Traffic Engineering Services Agreement. Assignments to date include:

- ✓ ***On-Going Construction Inspection of On-Call Traffic Intersection Upgrades*** – From March, 2007 to present M&J has provided a full-time Senior Inspector for this project who works under the daily supervision of the County. Under this assignment, the Senior Inspector supervises the On-Call Contractor who is rebuilding intersections that were designed under the design effort.
- ✓ ***Nassau County Incident Management System Inspection for Old Country Road*** - M&J has been selected by the County to provide a Resident Inspector that will supervise the work of the contractor in constructing numerous field CCTV, fiber optic interconnect cable, and central head-end equipment.
- ✓ ***Searingtown Road and Americana Mall Traffic Signal Replacement Design*** – M&J completed the full design of the traffic signal reconstruction at Searingtown Road and Americana Mall. The work included field survey, base mapping, and preliminary and final design drawings. Work included resolution of comments with Nassau County staff and the design drawings were finalized and submitted to the County for construction.
- ✓ ***Nassau County Traffic Signal Expansion Phase 7 (Contract No. H6245407)*** - M&J initiated an assignment under GPI to field inventory sidewalks through which conduit were placed that will contain fiber-optic

interconnect cable. The work included field survey and preparation of AutoCAD base mapping files derived from the Nassau County GIS system for approximately ten miles on four signal reconstruction corridors.

- ✓ ***Nassau County Accessible Pedestrian Signals*** - M&J completed a task order to develop standards for the deployment of Accessible Pedestrian Signal technology in Nassau County. The task order was to develop an evaluation tool that could be utilized to quickly determine the cost of deploying the technology at particular crosswalks. In addition, national standards were utilized to develop a "needs" analysis worksheet to supplement the cost. The task order also included an evaluation of the current technology and specifications and standards to be utilized in future deployments. Based on the work, the deliverables will be utilized to do a conceptual design for nineteen existing intersections.
- ✓ ***Phase V Signal System Design*** – M&J developed the design for the fiber optic interconnect cable along Lakeville Rd from Union Turnpike to the LIE.

**M&J** is currently serving as the prime consultant on the NYSDOT Region 11 ITS Maintenance project which is providing day-to-day maintenance of the comprehensive New York City system including a large fiber-optic network, VMS, CCTV, Transmit, Travel Time Signs, and other ITS similar to that being deployed by the NJTA. Also, in conjunction with GPI, we are serving on the NYSDOT Region 11 ITS When and Where Maintenance Project.

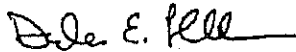
**M&J** is also providing the Resident Engineer for the large-scale ATIS project for Region 8 which is a \$28M project to construct a large fiber-optic/wireless ITS network for Westchester including CCTV, VMS, and Detection. We are currently assisting NJDOT on several ITS construction inspection efforts and have been providing testing services in executing the ITS division's Level A, B, and C test program at various locations throughout the state. We also completed the NJDOT Train Preemption (North Contract) project which is installing ITS equipment including traffic controllers, detectors, video detection and queue detection, poles and foundations, and communications equipment.

**THE UNIVERSITY OF THE STATE OF NEW YORK  
EDUCATION DEPARTMENT**

THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE  
EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION  
IS GRANTED WHICH ENTITLES


**M & J ENGINEERING PC  
C/O MAQSOOD MALIK  
180 BAYVIEW AVE  
EAST ISLIP, NY 11730-3807**

TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR  
THE PERIOD 02/01/2013 TO 01/31/2016.

  
DOUGLAS E LENTIVECH  
DEPUTY COMMISSIONER  
FOR THE PROFESSIONS

**CERTIFICATE NUMBER  
0009829**



  
JOHN B KING JR  
PRESIDENT OF THE UNIVERSITY  
AND COMMISSIONER OF EDUCATION

**Office of the Professions****Verification Searches**

---

The Information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

---

**License Information \***

---

08/12/2015

**Name :** MALIK MAQSOOD AHMAD

**Address :** EAST ISLIP NY

**Profession :** PROFESSIONAL ENGINEERING

**License No:** 079255

**Date of Licensure :** 10/16/01

**Additional Qualification :**

**Status :** REGISTERED

**Registered through last day of :** 09/18

---

\* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians(medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



**Office of the Professions****Verification Searches**

---

The information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

---

**License Information \***

---

08/12/2015

**Name :** POZOTRIGO ALBERTO

**Address :** CLOSTER NJ

**Profession :** PROFESSIONAL ENGINEERING

**License No:** 068960

**Date of Licensure :** 02/19/92

**Additional Qualification :**

**Status :** REGISTERED

**Registered through last day of :** 03/17

---

\* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians (medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



**Office of the Professions****Verification Searches**

---

The Information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

---

---

**License Information \***

---

08/12/2015

**Name :** CONSTANTINIDES ALEXANDROS  
**Address :** DIX HILLS NY  
**Profession :** PROFESSIONAL ENGINEERING  
**License No:** 074623  
**Date of Licensure :** 08/01/97  
**Additional Qualification :**  
**Status :** REGISTERED  
**Registered through last day of :** 02/18

---

\* Use of this online verification service signifies that you have read and agree to the terms and conditions of use. See HELP glossary for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may search to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians(medicine), physician assistants, or specialist assistants*. The status of Individuals in these professions may be impacted by Information provided by the NYS Department of Health. To search for the latest discipline actions against Individuals in these professions, please check the New York State Department of Health's Office of Professional Medical Conduct homepage.



**Office of the Professions****Verification Searches**

---

The Information furnished at this web site is from the Office of Professions' official database and is updated daily, Monday through Friday. The Office of Professions considers this information to be a secure, primary source for license verification.

---

**License Information \***

---

08/12/2015

**Name :** RUBENSTEIN ARNOLD D  
**Address :** SADDLE BROOK NJ  
**Profession :** PROFESSIONAL ENGINEERING  
**License No:** 060927  
**Date of Licensure :** 03/12/84  
**Additional Qualification :**  
**Status :** REGISTERED  
**Registered through last day of :** 01/17

---

\* Use of this online verification service signifies that you have read and agree to the [terms and conditions of use](#). See [HELP Glossary](#) for further explanations of terms used on this page.

- Use your browser's back key to return to licensee list.
- You may [search](#) to see if there has been recent disciplinary action against this licensee.
- Note: The Board of Regents does not discipline *physicians (medicine)*, *physician assistants*, or *specialist assistants*. The status of individuals in these professions may be impacted by information provided by the NYS Department of Health. To search for the latest discipline actions against individuals in these professions, please check the New York State Department of Health's [Office of Professional Medical Conduct](#) homepage.



**Proposed Project Assignment**  
**Principal-in-Charge****Years of Experience**  
20+**Education**

- MS, Civil Engineering, 1994
- BS, Civil Engineering, 1988

**Professional Registrations**

- Professional Engineer in 8 States including NY, NJ, CT & DE
- NTCIP Trained

**Key Qualifications**

Mr. Malik has 20+ years of experience in all aspects of highway/bridge civil engineering and ITS construction. He has over 10 years of experience as an active ITS resident on three major corridor projects including the Northern State Parkway, Van Wyck Expressway, and Bruckner projects which have built all types of ITS and Communication networks utilized on roadway projects. He has worked with 170 and 2070 controllers for both the Van Wyck Expressway and Northern State projects. He also has significant inspection expertise in more traditional highway and bridge construction projects. In recent years, Mr. Malik has served as a Project Manager for many ITS and Civil projects and has developed managerial skills that are critical to managing the staff and achieving the objectives of the clients. Mr. Malik has been the Project Manager for all of the *traffic signal* inspection projects performed by M&J for *Nassau County* since 2007. Mr. Malik is a problem solver who has substantial skills as an arbitrator which helps improve the working relationship between the various parties that must work together to successfully achieve the mission results. He has the proven ability to hire and maintain the critical staff that is necessary to achieve success.

**RELEVANT EXPERIENCE**

NYSDOT, R-10 Northern State Parkway ITS/INFORM Upgrade, NY; D259535, 06/2004-8/2005. Resident Engineer for inspection services for the *ITS/INFORM System upgrade* on the Northern State Parkway from the NYC line to Route 454 in Nassau and Suffolk Counties. Work included the installation of 155,000m of *fiber optic trunk cables*, 44,000m of *conduits*, 588 *pull boxes*, *branch cable installations* *new power drops*, *installation of 90 new poles*, 118 *control cabinets*, *installation of 9 CCTV*, 24 *acoustic detectors*, *ramp meters*, and 13 *Travel Time Signs* and 27 *Transmit antennas*. Responsible for the management of project, reviewed shop drawings, test procedures, coordinated project's work with other contractor and agencies, reviewed project design and made field design changes. Approved payments. Conducted project coordination and safety meetings. Client: NYSDOT, Hipolita German, (631) 904-3003

NYSDOT, Alexander Hamilton Bridge & Highbridge Interchange Reconstruction from Amsterdam Avenue in New York County to Undercliff Avenue in the Bronx County, NY, Cost: \$407Million, (2009-Present) - Project Manager - for this \$407M Project that includes the rehabilitation of the Alexander Hamilton Bridge (concrete deck replacement and steel arch repairs), and 8 bridge structures (6 ramp structures including concrete deck replacements and substructure rehabilitation, and 2 bridge structures involving complete bridge replacement). The segments of on-grade roadways between the bridge structures and the end approach roadways include full reconstruction and resurfacing. The construction effort includes extensive MPT including detours, structure demolition, foundations, bridge pier construction, pile driving, new steel girders, floor beams, diaphragms, stiffeners, bridge bearings, new deck joints, concrete barriers, drainage, *electrical utilities*, *lighting*, *ITS elements*, *sign structures*, and landscaping. Client: NYSDOT, Manny Silva, Tel. (718) 402-9001

NYSDOT, ITS Installation on the Van Wyck Expressway, 1998-2001. Resident Engineer responsible for the construction inspection for this large-scale ITS project in the Western Queens/Brooklyn regions of New York City. Project involved CCTV, loop detectors, *ramp meters* and *Model 330 cabinets*, microwave transceiver set assemblies and installation of three mini-hub communication cabinets and associated electronics as well as TMC construction. Client: NYSDOT, Fred Lai, (718) 482-4745

NYSDOT, Maintenance of ITS Systems in the Bronx, Queens and Kings Counties, NYC; 2002 - 2003. Resident Engineer on this \$5 million project that provided maintenance of ITS systems along Interstate Routes 278, 95, and Bruckner Interchange in Bronx County; the Van Wyck Expressway in Queens County; the Gowanus/Prospect Expressway in Kings County; and the *Traffic Command Center* in Long Island City, Queens. Having previously served as Resident Engineer for the installation of these ITS system, Mr. Malik provided maintenance services that involved the following ITS items: 54 CCTV Cameras, 6 Portable Variable Message Signs (PVMS); 5 Highway Advisory Radios (HAR) Stations, 4 HAR Beacon Signs, 43 Video Image Detectors, 30 Ranging Radar Detectors, 20 Vehicle Classification Detectors, 9 Variable Message Signs (VMS), 40,000+ meters of *Fiber Optic Cable* maintenance, 8 Microwave Transceiver Set Assemblies, Splice Maintenance, all electronic installments and maintenance of the central Joint Traffic Operations Center (JTOC) and the Brooklyn Communications Shelter field installed facility. Client: NYSDOT, Fred Lai, (718) 482-4745

NYSDOT, Alexander Hamilton Bridge & Highbridge Interchange Reconstruction from Amsterdam Avenue in New York County to Undercliff Avenue in the Bronx County, NY; 2009-Present - Project Manager - for this \$407M Project that includes the rehabilitation of the Alexander Hamilton Bridge (concrete deck replacement and steel arch repairs), and 8 bridge structures (6 ramp structures including concrete deck replacements and substructure rehabilitation, and 2 bridge structures involving complete bridge replacement). The construction effort includes extensive MPT including detours, structure demolition, foundations, bridge pier construction, pile driving, new steel girders, floor beams, diaphragms, stiffeners, bridge bearings, new deck joints, concrete barriers, drainage, electrical utilities, lighting, *ITS elements*, *sign structures*, and landscaping. REF: Manny Silva, Tel. (718) 402-9001

NYSDOT, Consultant Project No. D030860; Construction Contract No. D261374; ATIS Communication Network (SMRP SBP, HRP, & CCP), Westchester County, NY, 2010-Present, Project Manager for the inspection services of an ATIS/ATIS system for the Westchester Parkways including the RE and Expert *ITS technical support*. Regularly attends meetings and has provided problem resolution support. The project is installing a high bandwidth

**Proposed Project Assignment**  
Project Manager / Technical Support

**Years of Experience**  
30

**Education**

- BS, Civil Engineering, 1977, Cooper Union
- MBA, Computer Methodology, 1983, Bernard Baruch

**Professional Registrations**

- Professional Engineer (New York, New Jersey, Florida)

**Key Qualifications**

Mr. Rubenstein has over 30 years of experience in all aspects of Intelligent Transportation Systems, *Traffic Signal Systems*, Communications, and Software development. He has a long history in designing and integrating *traffic signal* systems and has significant expertise with 2070/170 controllers. He has recently served in the EIC/RE engineer role with the MTA Bridges and Tunnels where he was in charge of the AW-37 IDEAS project that deployed an agency-wide ATMS system including facility retrofit and roadway equipment installations. Mr. Rubenstein is currently serving NJDOT as is responsible for conducting ITS tests for their recent installations of VMS, CCTV, and *Fiber Optics* and is providing construction support for the NYSDOT Region 8 ATIS project. Mr. Rubenstein has been extensively involved in the design and construction of ITS infrastructure including conduits, foundations, trenches, structural attachments, cabinets, and electrical connections. Mr. Rubenstein has provided extensive hands-on construction support for numerous large scale ITS projects including the NYSDOT Western Queens ITS on the Long Island Expressway, BQE, NJDOT I-80 Magic, and the Van Wyck. Mr. Rubenstein is also designing NCDPW for *traffic signals* and CCTV/Incident Management System.

**RELEVANT EXPERIENCE**

Nassau County Phase 7 Signal Expansion, Nassau County, NY, 2007-2008, Project Manager- The project consisted of design efforts for two on-call assignments. One task involved the complete independent design of the *Traffic Signals* at Americana Mall and Searington Road. This work included field survey, base mapping, preliminary and final design drawings and involved resolution of Nassau County staff which allowed the design drawings to be finalized and submitted to the county for construction. A second task included a field survey and the development of AutoCAD base mapping for conduit installation on several Nassau County arterials including Jerusalem/Gardner, Wantagh Avenue, East Meadow, and North Jerusalem. This work included approximately ten miles of mapping which was derived from the county's GIS system. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Phase 5 Signal Expansion, Nassau County, NY, 2010-Present, Project Manager- As a sub-consultant to LKM, M & J Engineering is currently designing the *fiber optic* system for a segment of Lakeville Road from the Long Island Expressway to Union Turnpike. The work includes Base Mapping, routing of underground 3" conduit within sidewalks and in-street alignments, bridge overpasses, identification of utilities, *fiber optic* splicing tables, removal plans for existing conduits, identification of ROW, and interconnection to existing. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Incident Management System, Nassau County, NY, 2010-Present, Project Manager- As a sub-consultant to GPI, M&J Engineering is currently designing three CCTV installations at Broadway @ West, Broadway @ Rockaway Turnpike, and Rockaway Turnpike @ Burnside. The work includes camera placement, development of preliminary plan, and a final plan to be subsequently developed. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Accessible Pedestrian Signals, Project Manager - Responsible for completing a task order to develop standards for the deployment of *Accessible Pedestrian Signal technology in Nassau County*. The task order was to develop an evaluation tool that could be utilized to quickly determine the cost of deploying the technology at particular crosswalks. In addition, national standards were utilized to develop a "needs" analysis worksheet to supplement the cost. The task order also included an evaluation of the current technology and specifications and standards to be utilized in future deployments. Based on the work, the deliverables will be utilized to do a conceptual design for *nineteen existing intersections*. Reference: Jeff Lindgren, Tel. (516)571-6998

Phase V Signal System Design, Project Manager - Responsible for developing the design for the *fiber optic interconnect cable* along Lakeville Rd from Union Turnpike to the LIE. Reference: Jeff Lindgren, Tel. (516)571-6998

MTA-PD Regional Radio System Infrastructure, New York, NY, 11/2010-Present, Project Manager- Developed a conceptual design and subsequent detailed design for an upgraded two-way public safety radio system for the MTA Police. The work involves the analysis of various alternatives and the subsequent selection of an optimum approach which will improve service to be provided. Work on the project involves the design of the "backhaul" which provides communications between the various radio components from the head-end. Work also includes site design including tower analysis for anticipated new and updated transmission sites as well as detailed cost estimates for the preliminary design report. Reference: Mark T. O'Shea, (516)390-5223

NJDOT Term Agreement for Providing ITS Construction Inspection Personnel - Statewide, 2009-2010, Technical Support/Test Inspector- Responsible for conducting NJDOT Level A, B, and C testing for various VMS, CCTV, and Weigh-In-Motion equipment that have been installed on the I-287 and Route 3/Park Avenue projects. Work includes witnessing the test procedures, establishing pass/fail criteria, identification of problems, and subsequent re-test. Work includes interface with the contractor, NJDOT TMC staff, and interface with Resident Engineer. Subsequent development of completed test forms and documentation. Reference: Susan Catlett, Email: Susan.Catlett@dot.state.nj.us

New York State Department of Transportation, Bronx/Northern Manhattan Corridor ITS, 2007-Present, Project Manager- Led numerous tasks in support of the Region 11 ITS system. Tasks included the management and technical over site of a "hands-on" project to reverse



Proposed Project Assignment  
Resident Engineer

Years of Experience  
30+

**Education**

- M.S., Civil Engineering, 1986,  
City College of New York
- B.S., Civil Engineering, 1984,  
City College of New York

**Professional Certifications**

- Professional Engineer, N.Y.  
1995
- ACI – NYSDOT Concrete  
Field Technician
- OSHA Training
- NYSDOT – Site Manager  
Training PM
- Work Zone Safety Awareness

**Key Qualifications**

Mr. Tservengos has 30+ years of experience in CM/CI and Quality Assurance/Quality Control with NYSDOT. He has worked extensively with project management and contract administration, and is well versed in NYSDOT MURK, MUTCD, Site Manager, CEES and payment coordination for Federal Aid Projects (FHWA Payment Procedures). In addition to heavy roadway construction, and expertise in construction of ITS/Traffic Signal Systems, including CCTV, he also has expertise in field devices, controllers, fiber optic cable and electronics, conduits, electrical cables, Traffic Management Center (TMC) components and radar and loop detectors. He was responsible for ensuring quality and conformance with contract documents and has had extensive involvement with public liaison activities. Drawing from more than 30 years of construction experience, Mr. Tservengos conducts field safety inspections on construction sites to target areas of concern typical to all construction projects.

**RELEVANT EXPERIENCE**

NYSDOT, Resurfacing of The Long Island Expressway (I-495), Exits 32-37 Cost \$9.5 Million, 01/2014 to 08/2014, Engineer in Charge – This project involved 5.2 miles of Asphalt Concrete Milling and Paving as well as replacement of pavement markings, loops, and radar detectors. Extensive coordination was required to properly schedule contractor operations with the Nassau County Police, NYC Police and NYS Maintenance Forces and INFORM. Reference: Cory Sorbi, P.E. Area Supervisor (631) 952-6050

NYSDOT, Southern State Parkway Guide Rail Rehabilitation, from Cross Island Parkway to Wantagh State Parkway, Cost \$9.5 Million, 12/2013 to 12/2014, Engineer in Charge – This project involved the upgraded replacement and improvement of the existing guide rail system along this corridor of the SSP. This project involved lane closures during off-peak hours during the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Reference: Cory Sorbi, P.E. Area Supervisor (631) 952-6050

NYSDOT, Multiple Crack Sealing projects on Southern State Parkway, Northern State Parkway and the Long Island Expressway, Cost \$7 Million, 11/2010 to 10/2013, Engineer in Charge – These projects involved crack sealing, asphalt pavement repairs, and replacement of pavement markings. Work included lane closures during off-peak hours involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination was required to properly schedule contractor operations with the Suffolk County Police, NYS Police and NYS Maintenance Forces and INFORM. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Drainage Improvements Route 24, from Cross Island Parkway to Nassau Blvd., Nassau County, Cost \$2.5 Million, 12/2010 to 11/2011, Engineer in Charge – This project involved the replacement of 60 drainage structures, and the restoration and replacement of composite pavements and sidewalks & curbs. Work included lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Wantagh State Parkway ITS and Lighting Upgrades, Cost \$17 Million, 08/2008 to 08/2011, Engineer in Charge – This project involved the installation and testing of various new or replacement ITS components: tag readers, VMS, overhead sign structures, CCTV's, antennas, cabinets, radar detectors, extensive landscaping, conduits, pull boxes, electrical cables and fiber optic cables and highway lighting. Work included lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Northern State Parkway ITS/INFORM Upgrade, Cost \$13.5 Million, 08/2004 to 08/2007, Engineer in Charge – This project involved the installation and testing of new ITS components: tag readers, CCTV's, Travel Time Signs, VMS, overhead sign structures, antennas, cabinets, radar detectors, extensive landscaping, conduits, pull boxes, electrical cables and fiber optic cables on several locations on highways and local streets. This project involved lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Byron Alford, P.E. Area Supervisor (631) 952-6050

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

---

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

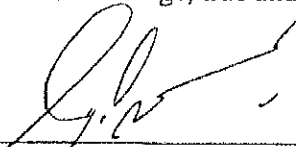
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

---

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/29/2015

Signed: 

Print Name: Maqsood Malik

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## APPENDIX "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Maqsood Malik \_\_\_\_\_ (Name)

52 So. Terrace Place, Valley Stream, New York 11580 \_\_\_\_\_ (Address)

718-525-5500 ext 122 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

## MAQSOOD MALIK

Proposed Project Assignment  
Principal-in-Charge

Years of Experience  
20+

### Education

- MS, Civil Engineering, 1994
- BS, Civil Engineering, 1988

### Professional Registrations

- Professional Engineer in 8 States including NY, NJ, CT & DE
- NTCIP Trained

### Key Qualifications

Mr. Malik has 20+ years of experience in all aspects of highway/bridge civil engineering and ITS construction. He has over 10 years of experience as an active ITS resident on three major corridor projects including the Northern State Parkway, Van Wyck Expressway, and Bruckner projects which have built all types of ITS and Communication networks utilized on roadway projects. He has worked with 170 and 2070 controllers for both the Van Wyck Expressway and Northern State projects. He also has significant inspection expertise in more traditional highway and bridge construction projects. In recent years, Mr. Malik has served as a Project Manager for many ITS and Civil projects and has developed managerial skills that are critical to managing the staff and achieving the objectives of the clients. Mr. Malik has been the Project Manager for all of the *traffic signal* inspection projects performed by M&J for *Nassau County* since 2007. Mr. Malik is a problem solver who has substantial skills as an arbitrator which helps improve the working relationship between the various parties that must work together to successfully achieve the mission results. He has the proven ability to hire and maintain the critical staff that is necessary to achieve success.

### RELEVANT EXPERIENCE

NYSDOT, R-10 Northern State Parkway ITS/INFORM Upgrade, NY; D259535, 06/2004-8/2005. Resident Engineer for inspection services for the *ITS/INFORM System upgrade* on the Northern State Parkway from the NYC line to Route 454 in Nassau and Suffolk Counties. Work included the installation of 155,000m of fiber optic trunk cables, 44,000m of conduits, 588 pull boxes, branch cable installations new power drops, installation of 90 new poles, 118 control cabinets, installation of 9 CCTV, 24 acoustic detectors, ramp meters, and 13 Travel Time Signs and 27 Transmit antennas. Responsible for the management of project, reviewed shop drawings, test procedures, coordinated project's work with other contractor and agencies, reviewed project design and made field design changes. Approved payments. Conducted project coordination and safety meetings. Client: NYSDOT, Hipolita German, (631) 904-3003

NYSDOT, Alexander Hamilton Bridge & Highbridge Interchange Reconstruction from Amsterdam Avenue in New York County to Undercliff Avenue in the Bronx County, NY, Cost: \$407Million, (2009-Present) - Project Manager - for this \$407M Project that includes the rehabilitation of the Alexander Hamilton Bridge (concrete deck replacement and steel arch repairs), and 8 bridge structures (6 ramp structures including concrete deck replacements and substructure rehabilitation, and 2 bridge structures involving complete bridge replacement). The segments of on-grade roadways between the bridge structures and the end approach roadways include full reconstruction and resurfacing. The construction effort includes extensive MPT including detours, structure demolition, foundations, bridge pier construction, pile driving, new steel girders, floor beams, diaphragms, stiffeners, bridge bearings, new deck joints, concrete barriers, drainage, electrical utilities, lighting, ITS elements, sign structures, and landscaping. Client: NYSDOT, Manny Silva, Tel. (718) 402-9001

NYSDOT, ITS Installation on the Van Wyck Expressway, 1998-2001. Resident Engineer responsible for the construction inspection for this large-scale ITS project in the Western Queens/Brooklyn regions of New York City. Project involved CCTV, loop detectors, ramp meters and Model 330 cabinets, microwave transceiver set assemblies and installation of three mini-hub communication cabinets and associated electronics as well as TMC construction. Client: NYSDOT, Fred Lai, (718) 482-4745

NYSDOT, Maintenance of ITS Systems in the Bronx, Queens and Kings Counties, NYC; 2002 - 2003. Resident Engineer on this \$5 million project that provided maintenance of ITS systems along Interstate Routes 278, 95, and Bruckner Interchange in Bronx County; the Van Wyck Expressway in Queens County; the Gowanus/Prospect Expressway in Kings County; and the Traffic Command Center in Long Island City, Queens. Having previously served as Resident Engineer for the installation of these ITS system, Mr. Malik provided maintenance services that involved the following ITS items: 54 CCTV Cameras, 6 Portable Variable Message Signs (PVMS); 5 Highway Advisory Radios (HAR) Stations, 4 HAR Beacon Signs, 43 Video Image Detectors, 30 Ranging Radar Detectors, 20 Vehicle Classification Detectors, 9 Variable Message Signs (VMS), 40,000+ meters of Fiber Optic Cable maintenance, 8 Microwave Transceiver Set Assemblies, Splice Maintenance, all electronic installments and maintenance of the central Joint Traffic Operations Center (JTOC) and the Brooklyn Communications Shelter field installed facility. Client: NYSDOT, Fred Lai, (718) 482-4745

NYSDOT, Alexander Hamilton Bridge & Highbridge Interchange Reconstruction from Amsterdam Avenue in New York County to Undercliff Avenue in the Bronx County, NY; 2009-Present - Project Manager - for this \$407M Project that includes the rehabilitation of the Alexander Hamilton Bridge (concrete deck replacement and steel arch repairs), and 8 bridge structures (6 ramp structures including concrete deck replacements and substructure rehabilitation, and 2 bridge structures involving complete bridge replacement). The construction effort includes extensive MPT including detours, structure demolition, foundations, bridge pier construction, pile driving, new steel girders, floor beams, diaphragms, stiffeners, bridge bearings, new deck joints, concrete barriers, drainage, electrical utilities, lighting, ITS elements, sign structures, and landscaping. REF: Manny Silva, Tel. (718) 402-9001

NYSDOT, Consultant Project No. D030860; Construction Contract No. D261374; ATIS Communication Network (SMRP SBP, HRP, & CCP), Westchester County, NY, 2010-Present, Project Manager for the inspection services of an ATIS/ATIS system for the Westchester Parkways including the RE and Expert ITS technical support. Regularly attends meetings and has provided problem resolution support. The project is installing a high bandwidth

**M&J ENGINEERING P.C.**

"INNOVATIVE AND STATE-OF-THE-ART SOLUTIONS"

microwave backbone with 4.9 Ghz Public Safety band distribution including (22)-120' poles. The project extensively utilizes solar powered field devices and includes conduit excavation/backfill, *fiber optic* cable, pull/junction boxes, *electric service/cabinet installation*, conduit jacking or boring, pole excavation and concrete foundations, installation of various components (switches) for the system. All records are being kept in accordance with the Manual of Uniform Record Keeping(MURK). Client: NYSDOT, Joe O'Malley, Tel. (845)575-6049

NYSDOT, Installation of ITS Systems on the Bruckner and Sheridan Expressways, Bronx River Pkwy, Cross Bronx and Throgs Neck Expressway, NYC; 2001 - 2003, Resident Engineer for construction inspection services on this \$20 million large-scale ITS project for the Bronx region of NYC. The project entailed the installation of *fiber optic* network and field equipment. The fiber optic network connects the field equipment to two (2) "Hubs" which link to the *Joint Traffic Operation Center (JTOC)* through leased T-1 lines. In addition to the field equipment along the fiber optic network route, two "stand alone" CCTV cameras were installed along the Cross Bronx Expressway. Dedicated T-1 lines connect each of these cameras to the JTOC. The work performed included: (3) full span sign structures with VMS, installation of fiber optic communications devices including data and video transceivers; video switchers; central data processing and communications equipment; relocation of existing equipment in the traffic operation center; modifying existing equipment including detector processing cabinets and VMSs for communications over the fiber optic network; interfacing with and providing for the connection of leased communication services from Verizon and Verizon Mobile; providing for power from Con Edison; providing all incidental equipment and performing all necessary tasks to provide a smooth and continuous integration of all the equipment as one system. Detailed elements of the project included: Installation of 17,000 meters of new fiber optic conduits, 27,000 meters *fiber optic innerduct*, 248 *fiber optic pull boxes*, 31,000 meters of *fiber optic cables*, 41 splices and splice enclosures, connectors and other incidentals necessary to provide a complete *fiber optic cable* plant (the cable plant was used to connect existing and new field equipment to hubs); and installation of two "Mini-Hub" communication cabinets and associated electronics (these mini-hubs included T-1 channel banks, fiber optic data transceivers, fiber optic video receivers, video switchers, and video communication interface units). Client: NYSDOT, Fred Lai, (718) 482-4745

NJDOT - Term Agreement for Providing ITS Construction Inspection - Statewide, 2008-Present, Project Manager for providing on-call ITS construction inspections services as required on various projects throughout the state. M&J personnel have been performing standardized ITS tests for VMS, CCTV, Transmit, Weigh-In-Motion, and *Fiber-Optics* cable and splicing. The work is being performed on a Statewide basis in all 21 counties of the State and the work items include to: providing engineering and inspection services to augment NJDOT staff and be responsible to a State's Engineer; becoming familiar with plans, specifications and other related documents; checking construction for compliance with shop drawings; reviewing and recommending ITS-related construction contract progress schedules and updates; taking measurements and gathering pertinent records and reports and calculations in accordance with NJDOT procedures. Client: NJDOT, Susan Cartlet, Tel. (609) 530-3194

NJDOT, Train Preemption North Contract - Project Manager for CI services to upgrade 14 intersections with state-of-the-art traffic control equipment with advanced railroad preemption capability and video surveillance. Inspection tasks include: taking measurement and gathering information required to compile monthly and final estimate, reports, and prepare As-Built plans in accordance with NJDOT requirements. Client: NJDOT, Carl Kneidinger, Tel. (973) 770-5025

NJDOT, Smart Moves 2007 - Construction Inspection Services (2008-2009) - Project Manager for providing CI Services for his \$4M project that involved installation of ITS components including VMS and CCTV on various routes on Interstate Highways, Arterial Roadways, and County Roads in northern NJ. The Project included extensive traffic control patterns on various roadways throughout the northern region of the State. This included work on Route I-195; I 295; US 202/206; Route 80 and CR 571. Items of work in this contract included milling and excavation of roadways, concrete sidewalk work, excavation for the installation of conduits, foundations, junction boxes, guiderail work, CCTV cameras and roadway restoration. Client: NJDOT, Frank Prezioso, Tel. (609) 530-2591



**Proposed Project Assignment  
Project Manager / Technical  
Support**

**Years of Experience**  
30

**Education**

- BS, Civil Engineering, 1977,  
Cooper Union
- MBA, Computer Methodology,  
1983, Bernard Baruch

**Professional Registrations**

- Professional Engineer (New  
York, New Jersey, Florida)

**Key Qualifications**

Mr. Rubenstein has over 30 years of experience in all aspects of Intelligent Transportation Systems, *Traffic Signal Systems*, Communications, and Software development. He has a long history in designing and integrating *traffic signal* systems and has significant expertise with 2070/170 controllers. He has recently served in the EIC/RE engineer role with the MTA Bridges and Tunnels where he was in charge of the AW-37 IDEAS project that deployed an agency-wide ATMS system including facility retrofit and roadway equipment installations. Mr. Rubenstein is currently serving NJDOT as is responsible for conducting ITS tests for their recent installations of VMS, CCTV, and Fiber Optics and is providing construction support for the NYSDOT Region 8 ATIS project. Mr. Rubenstein has been extensively involved in the design and construction of ITS infrastructure including conduits, foundations, trenches, structural attachments, cabinets, and electrical connections. Mr. Rubenstein has provided extensive hands-on construction support for numerous large scale ITS projects including the NYSDOT Western Queens ITS on the Long Island Expressway, BQE, NJDOT I-80 Magic, and the Van Wyck. Mr. Rubenstein is also designing NCDPW for *traffic signals* and CCTV/Incident Management System.

**RELEVANT EXPERIENCE**

Nassau County Phase 7 Signal Expansion, Nassau County, NY, 2007-2008, Project Manager- The project consisted of design efforts for two on-call assignments. One task involved the complete independent design of the *Traffic Signals* at Americana Mall and Searington Road. This work included field survey, base mapping, preliminary and final design drawings and involved resolution of Nassau County staff which allowed the design drawings to be finalized and submitted to the county for construction. A second task included a field survey and the development of AutoCAD base mapping for conduit installation on several Nassau County arterials including Jerusalem/Gardner, Wantagh Avenue, East Meadow, and North Jerusalem. This work included approximately ten miles of mapping which was derived from the county's GIS system. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Phase 5 Signal Expansion, Nassau County, NY, 2010-Present, Project Manager- As a sub-consultant to LKM, M & J Engineering is currently designing the *fiber optic* system for a segment of Lakeville Road from the Long Island Expressway to Union Turnpike. The work includes Base Mapping, routing of underground 3" conduit within sidewalks and in-street alignments, bridge overpasses, identification of utilities, *fiber optic* splicing tables, removal plans for existing conduits, identification of ROW, and interconnection to existing. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Incident Management System, Nassau County, NY, 2010-Present, Project Manager- As a sub-consultant to GPI, M&J Engineering is currently designing three CCTV installations at Broadway @ West, Broadway @ Rockaway Turnpike, and Rockaway Turnpike @ Burnside. The work includes camera placement, development of preliminary plan, and a final plan to be subsequently developed. Reference: Jeff Lindgren, Tel. (516)571-6998

Nassau County Accessible Pedestrian Signals, Project Manager – Responsible for completing a task order to develop standards for the deployment of *Accessible Pedestrian Signal technology in Nassau County*. The task order was to develop an evaluation tool that could be utilized to quickly determine the cost of deploying the technology at particular crosswalks. In addition, national standards were utilized to develop a "needs" analysis worksheet to supplement the cost. The task order also included an evaluation of the current technology and specifications and standards to be utilized in future deployments. Based on the work, the deliverables will be utilized to do a conceptual design for *nineteen existing intersections*. Reference: Jeff Lindgren, Tel. (516)571-6998

Phase V Signal System Design, Project Manager – Responsible for developing the design for the *fiber optic interconnect cable* along Lakeville Rd from Union Turnpike to the LIE. Reference: Jeff Lindgren, Tel. (516)571-6998

MTA-PD Regional Radio System Infrastructure, New York, NY, 11/2010-Present, Project Manager- Developed a conceptual design and subsequent detailed design for an upgraded two-way public safety radio system for the MTA Police. The work involves the analysis of various alternatives and the subsequent selection of an optimum approach which will improve service to be provided. Work on the project involves the design of the "backhaul" which provides communications between the various radio components from the head-end. Work also includes site design including tower analysis for anticipated new and updated transmission sites as well as detailed cost estimates for the preliminary design report. Reference: Mark T. O'Shea, (516)390-5223

NJDOT Term Agreement for Providing ITS Construction Inspection Personnel - Statewide, 2009-2010, Technical Support/Test Inspector- Responsible for conducting NJDOT Level A, B, and C testing for various VMS, CCTV, and Weigh-In-Motion equipment that have been installed on the I-287 and Route 3/Park Avenue projects. Work includes witnessing the test procedures, establishing pass/fail criteria, identification of problems, and subsequent re-test. Work includes interface with the contractor, NJDOT TMC staff, and interface with Resident Engineer. Subsequent development of completed test forms and documentation. Reference: Susan Catlett, Email: Susan.Catlett@dot.state.nj.us

New York State Department of Transportation, Bronx/Northern Manhattan Corridor ITS, 2007-Present, Project Manager- Led numerous tasks in support of the Region 11 ITS system. Tasks Included the management and technical over site of a "hands-on" project to reverse

engineer the *fiber optic* installation for the cable serving four HUBS. Work included planning for MPT to insure safe access to the field equipment. The work included OTDR testing of the 60 and 72 fiber trunk cables, physically locating and opening the splice boots to determine the splicing, and the development of reports that provided complete documentation of the usage and splicing of the *fiber optic* plant. He also managed a comprehensive inventory of all of the equipment installed in the new JTMC facility to validate that the equipment procured from a variety of sources and funding streams was present and accounted for. In addition, managed and supervised the TAMS inventory process which field inventoried and identified all of the installed field equipment in the corridors utilizing a GIS system. Inventory involved review of the original design plans, as-built documentation where available, and field verification of the installed equipment base including VMS, CCTV, HAR, *Fiber Optics*, Radar and VIDS detectors, and Roadway Classification units. Reference: Fred Lai, (718) 482-4745

NYSDOT Troop G Traffic Management Center; 07/2007-Present, Project Manager/Lead Systems Engineer - Work is ongoing on the design of a new *Traffic Management Center* in the Albany, New York area that is jointly operated by the NYSDOT Region 1 and the New York State Police. The work involves designing new central TMC components to support the Gigabit Ethernet fiber-optic implementation and a complete digital video and data system while maintaining some legacy equipment (i.e.: T-1 Multiplexers) to support field equipment which may not be transitioned to the *fiber-optic network* in-time for the TMC move. A Conceptual Design Report was completed which provided the necessary input to the architects of the facility to plan for the TMC. In addition, rack layouts and estimation of power and heat generation for a possible TMC configuration was developed and included in the architectural plans for the center. System Engineering is underway and a Concept of Operations is being developed which will be followed by a formal System Requirements document.

Stamford Urban Transitway ITS; City Of Stamford/CT Transit/Connecticut DOT/FTA; 03/2007-Present, Lead Systems Engineer - Serving as a sub consultant to a local Connecticut engineering firm responsible for the preliminary design, RFP development, construction support, and specialty item software development for an ITS system including Bus/AVL CAD system deployment, Parking Management System, Gigabit Ethernet *Fiber-Optic* LAN/WAN, On-Street Next Bus Arrival Signage, and Advanced Traveler Information components. Mr. Rubenstein is currently collectively developing System Engineering documentation. Gigabit Ethernet system includes *fiber-optics*, all electronics, backup DSL land-lines, splice tables, switches, and routers. A two tier network was developed connecting four (4) Cisco Gigabit Ethernet Switches in a redundant loop and a lower loop using 100Base-FX switches to connect field equipment. ITS Subsystem Components estimated at \$2.5 Million. Entire SUT project estimated at \$50 Million. Reference: Mani Poola, (203) 977-4237

MTA Bridges and Tunnels, NY, AW-37 IDEAS, 2004 - 2007, Agency Project Manager/Lead Systems Engineer- Comprehensive state-of-the-art ATMS (*Advanced Traffic Management System*) including 9 Distributed Linux Server Systems for 7 Major Bridges and 2 Major Tunnels in NYC and an OCCC (Operations Command and Control Center). He supervised the work of Transdyn Controls who served as the primary software developer and system integrator for the effort. Additionally, Mr. Rubenstein completed a large percentage of the project directly managing in-house and consultant personnel who designed and integrated the control hardware, modified the physical TMC facilities, and developed substantial system software to allow integration to legacy system components and to augment the primary software. Work included extensive training and support of the Bridge and Tunnel Officer Operations Staff. ATM IDEAS includes VMS, CCTV, Weather System, E-ZPass/Toll Plaza Interfaces, Transcom Regional Architecture and IRVN Interfaces, Travel Times, and many other advanced features. Work involved the construction of a hybrid video distribution system utilizing standard NTSC analog Pelco video switchers at the facilities and MPEG 2/4 IP based Encoders/Decoders to distribute video between facilities over the existing LAN/WAN; designed, integrated, and developed the PLC ladder logic and supporting central software to control the QMT Lane Control system and interface it to the Transdyn Dynac and standalone control GUIs. Reference: Tariq Habib, (646) 252-7230

## STEVE TSERVENGOS, P.E.

Proposed Project Assignment  
Resident Engineer

Years of Experience  
30+

### Education

- M.S., Civil Engineering, 1986, City College of New York
- B.S., Civil Engineering, 1984, City College of New York

### Professional Certifications

- Professional Engineer, N.Y. 1995
- ACI – NYSDOT Concrete Field Technician
- OSHA Training
- NYSDOT – Site Manager Training PM
- Work Zone Safety Awareness

### Key Qualifications

Mr. Tservengos has 30+ years of experience in CM/CI and Quality Assurance/Quality Control with NYSDOT. He has worked extensively with project management and contract administration, and is well versed in NYSDOT MURK, MUTCD, Site Manager, CEES and payment coordination for Federal Aid Projects (FHWA Payment Procedures). In addition to heavy roadway construction, and expertise in construction of ITS/Traffic Signal Systems, including CCTV, he also has expertise in field devices, controllers, fiber optic cable and electronics, conduits, electrical cables, Traffic Management Center (TMC) components and radar and loop detectors. He was responsible for ensuring quality and conformance with contract documents and has had extensive involvement with public liaison activities. Drawing from more than 30 years of construction experience, Mr. Tservengos conducts field safety inspections on construction sites to target areas of concern typical to all construction projects.

### RELEVANT EXPERIENCE

NYSDOT, Resurfacing of The Long Island Expressway (I-495), Exits 32-37 Cost \$9.5 Million, 01/2014 to 08/2014, Engineer in Charge – This project involved 5.2 miles of Asphalt Concrete Milling and Paving as well as replacement of pavement markings, loops, and radar detectors. Extensive coordination was required to properly schedule contractor operations with the Nassau County Police, NYC Police and NYS Maintenance Forces and INFORM. Reference: Cory Sorbi, P.E. Area Supervisor (631) 952-6050

NYSDOT, Southern State Parkway Guide Rail Rehabilitation, from Cross Island Parkway to Wantagh State Parkway, Cost \$9.5 Million, 12/2013 to 12/2014, Engineer in Charge – This project involved the upgraded replacement and improvement of the existing guide rail system along this corridor of the SSP. This project involved lane closures during off-peak hours during the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Reference: Cory Sorbi, P.E. Area Supervisor (631) 952-6050

NYSDOT, Multiple Crack Sealing projects on Southern State Parkway, Northern State Parkway and the Long Island Expressway, Cost \$7 Million, 11/2010 to 10/2013, Engineer in Charge – These projects involved crack sealing, asphalt pavement repairs, and replacement of pavement markings. Work included lane closures during off-peak hours involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination was required to properly schedule contractor operations with the Suffolk County Police, NYS Police and NYS Maintenance Forces and INFORM. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Drainage Improvements Route 24, from Cross Island Parkway to Nassau Blvd., Nassau County, Cost \$2.5 Million, 12/2010 to 11/2011, Engineer in Charge – This project involved the replacement of 60 drainage structures, and the restoration and replacement of composite pavements and sidewalks & curbs. Work included lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Wantagh State Parkway ITS and Lighting Upgrades, Cost \$17 Million, 08/2008 to 08/2011, Engineer in Charge – This project involved the installation and testing of various new or replacement ITS components: tag readers, VMS, overhead sign structures, CCTV's, antennas, cabinets, radar detectors, extensive landscaping, conduits, pull boxes, electrical cables and fiber optic cables and highway lighting. Work included lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Northern State Parkway ITS/INFORM Upgrade, Cost \$13.5 Million, 08/2004 to 08/2007, Engineer in Charge – This project involved the installation and testing of new ITS components: tag readers, CCTV's, Travel Time Signs, VMS, overhead sign structures, antennas, cabinets, radar detectors, extensive landscaping, conduits, pull boxes, electrical cables and fiber optic cables on several locations on highways and local streets. This project involved lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Byron Alford, P.E. Area Supervisor (631) 952-6050

NYSDOT, Reconstruction of Wantagh State Parkway, Cost \$17 Million, 08/2003 to 09/2005, Engineer in Charge - This project involved 8.2 kilometers of asphalt concrete milling and paving, full depth concrete pavement repairs, drainage repairs, guide rail and sign installation as well as pavement markings and loop detectors. Also this project involved the installation and testing of various new or replacement *ITS* components: *CCTV's*, antennas, cabinets, *radar* detectors, extensive landscaping, conduits, pull boxes, electrical cables and *fiber optic* cables. This project involved lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Anna Elias, P.E. Area Supervisor (631) 952-6050

NYSDOT, Milling and Paving on Rte 25 from Rte 110 to Rte 347 in Suffolk County, Cost \$12 million, 04/2002 - 05/2004, Engineer in Charge - This project involved 13.2 kilometers of asphalt concrete milling and paving, full depth concrete pavement repairs and drainage repairs as well as new pavement markings and loop installation. Extensive coordination with Suffolk County Police and NYS Maintenance Forces and Intelligent Highway Facilities Coordinator INFORM. Reference: Gerry Curran, P.E., Area Supervisor (631) 952-6050

NYSDOT, Reconstruction of Robert Moses Causeway Bridge over the Great South Bay, Cost \$87.5 Million, 08/1999 to 05/2001, Engineer in Charge - This project involved marine construction, bridge deck replacement, structural concrete, bridge drainage, rail and lighting installation, pavement markings, also pile repairs, waterproofing and bridge painting. This project involved lane closures during off-peak hours in the day and night involving deployment and relocation of portable variable message sign units for traffic management purposes. Extensive coordination with NYS Police, NYSDOT and INFORM. Reference: Byron Alford, P.E. Area Supervisor (631) 952-6050

NYSDOT, Multiple Traffic Signal Requirements Projects, Cost \$7 Million, 1994 to 1999, Engineer in Charge - These projects involved the rebuilding of numerous *traffic signal* intersections with the installation of *traffic signal* poles, *fiber optic* cables, controller cabinets, pull boxes and the restoration of asphalt pavement and sidewalks and replacement or relocation of pavement markings. Two of these projects were *Nassau County* requirements that were run by NYSDOT. Reference: Phil ODonnel, NC Traffic; Phil Eng, P.E.; Bart Howe, P.E., Area Supervisors (631) 952-6050

NYSDOT, Multiple Projects; Reconstruction of Rte 27 & 110, Bridge Painting, Pavement Marking and Counter Flow Sign Installation, 1990-1994, CE1/Chief Inspector - As Chief Inspector, supervised and managed the construction operations of multiple projects, coordinating the daily assignments of inspectors and the safe operations of all projects. Reference: Bruce Ogurek, P.E. Engineer in Charge (718) 482-4800

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

---

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

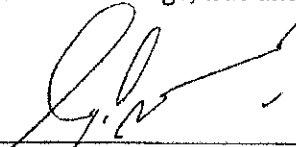
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

---

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/29/2015

Signed: 

Print Name: Maqsood Malik

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



## APPENDIX "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Maqsood Malik \_\_\_\_\_ (Name)

52 So. Terrace Place, Valley Stream, New York 11580 \_\_\_\_\_ (Address)

718-525-5500 ext 122 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

---

---

---

---

---

---

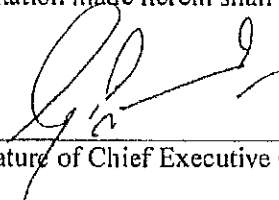
---

---

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

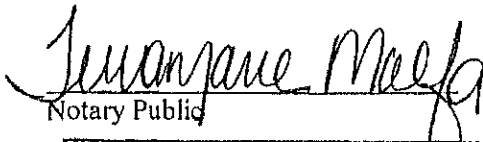
6/29/2015  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Maqsood Malik  
Name of Chief Executive Officer

Sworn to before me this

29th day of June, 2015.

  
\_\_\_\_\_  
Notary Public

TINAMARIE MALFA  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 41-4915636  
Qualified in Nassau County  
Commission Expires Dec. 21, 2017

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: M&J ENGINEERING, P.C.

Address: 52 SO. TERRACE PLACE

City, State and Zip Code: VALLEY STREAM, NEW YORK 11580

2. Entity's Vendor Identification Number: 30-0284495

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ CORPORATION ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

MAQSOOD MALIK, PRESIDENT, 180 BAYVIEW AVE., E. ISLIP, NY 11730

ALBERT POZOTRIGO, EXEC. V.P., 753 CLOSTER DOCK RD., CLOSTER, NJ 07624

ARNOLD RUBENSTEIN, VICE PRES., 133 LINCOLN AVE., SADDLE BROOK, NJ 07663

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

MAQSOOD MALIK, PRESIDENT, 180 BAYVIEW AVE., E. ISLIP, NY 11730

ALBERT POZOTRIGO, EXEC. V.P., 753 CLOSTER DOCK RD., CLOSTER, NJ 07624

ARNOLD RUBENSTEIN, VICE PRES., 133 LINCOLN AVE., SADDLE BROOK, NJ 07663

---

---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

---

---

---

N/A

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

---

---

---

N/A

---

---

---

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/26/2015

Signed: 

Print Name: Maqsood Malik

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

**REQUEST TO INITIATE  
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID  
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ      ☒ RFP      ☐ RFBC      ☐ In-House Work Order

Project No. : 62161,62162,62017

Project Title: Construction Management-Old Country Road Traffic Signals

Department: Public Works

Date: 7/21/15

Service Requested: Professional Construction Management Services for Old Country Road Traffic Signal Replacement Contracts

Justification: The Department had identified the need for traffic signal design services related to a Federal Funded traffic signal replacement. This project will rebuild and upgrade our older traffic signals along Old Country Road from Mineola to the County border with Suffolk County. The Department has completed the design of two construction contracts that will accomplish this work.

Requested by: Public Works

Project Cost for this Phase: \$2,600,000

Total Project Cost: \$6,000,000

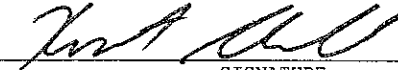
Includes, design, construction and cm

Date Start Work: September 2015

Capital Funding Approval:

☒ YES

☐ NO

  
SIGNATURE

Funding Allocation (Project/subobject):


See Attached Sheet if multiyear ☐

62161; 62162; 62017

Department Head Approval:

☐ YES


☐ NO

  
SIGNATURE

DCE/Ops Approval:

☐ YES

☐ NO

  
SIGNATURE

PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposal/Contracts are received from Responding vendors.

See Attached Sheet ☐

Vendor	Quote	Comment
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

DCE/Ops Approval:

YES

NO

Signature \_\_\_\_\_

### CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) County of Nassau Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") acting for and on behalf of Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") and (ii) M&J ENGINEERING, P.C. , a consultant firm having its principal office at 52 So. Terrace Place, Valley Stream, New York 11580, (the "Firm" or the "Contractor").

### WITNESSETH:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate three (3) years (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of construction management services of traffic signal expansion Project Old Country Road Phases I and II. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the Department may, in its sole and absolute discretion, require the Firm to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner. The Firm agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of



services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Firm.

(c) For any additional services to be paid on actual salaries, the Firm shall be compensated for such extra services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Firm shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two point three (2.3) , exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred seventy five dollars (\$175.00) per hour.

(d) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the Department), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the Department.

(2) Testing Laboratory Services, controlled inspections, and the like.

(3) Messenger service and cables as not necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Prolog Software Licenses and support, if requested by the Department to use this proprietary information management system.

(5) Reproduction of design development and construction document drawings, specification, reports, and other documents. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Direct costs incurred in the relocation of the Firm's temporary field offices.

(7) Other comparable expenses as approved by the Department.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed shall not exceed two million six hundred thousand (\$2,600,000) dollars.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Firm submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Firm hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Firm shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Firm for no other purpose without the prior written permission of the County.

(iii) The Firm acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Firm shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Firm represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Firm has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Firm from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Firm shall indemnify and hold the County harmless against any claim for any infringement by the Firm of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Firm in the performance of this Agreement. The Firm shall indemnify and hold the County

harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Firm hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Firm (a "Firm's Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Firm is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Firm shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Firm agrees as follows:

- (i) Firm shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Firm has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) On a yearly basis, Firm shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Firm acknowledges that Firm's Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Firm of such request prior to disclosure of the Information so that the Firm may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm's Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Firm shall provide services under this Agreement in a manner consistent with the standard of care, skill, quality and diligence exercised by members of the same profession currently practicing under similar circumstances. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Firm shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts, willful misconduct, breach of covenants under this Agreement or omissions of the Firm or a Firm Agent.

(b) The Firm shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Firm's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Firm is responsible under this Section, and, further to

the Firm's indemnification obligations, the Firm shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Firm shall, and shall cause Firm's Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Firm and/or a Firm's Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Firm shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Firm's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Firm pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Firm shall be solely responsible for the payment of all deductibles to which such policies are subject. The Firm shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Firm under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Firm shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Firm shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Firm to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Firm to maintain the other required coverages shall be deemed a material breach of

this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Firm of written notice of termination, (iii) upon mutual written Agreement of the County and the Firm, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Firm's Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this

Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm's Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm's Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally



recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of five hundred thirty three dollars (\$533) for the

processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally lefty blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

M&J Engineering, P.C.

By: 

Name: Maqsood Malik

Title: President

Date: ~~6/26/2015~~ **7/16/15**

NASSAU COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ County Executive

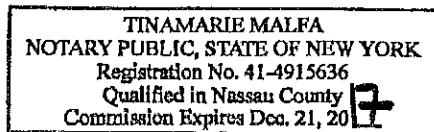
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the 16 day of July in the year 2015 before me personally came Maqsood MALIK to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he ~~or she~~ is the President of MJ Engineers, PC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



*Tinamarie Malfa*

STATE OF NEW YORK)  
 )ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## APPENDIX "A"

Construction Management / Inspection services are required for the following projects:

### **H62161 – Old Country Road Signals Phase 1**

**37 signals**

Old Country Road

From: Herricks Road, Garden City

To: Wantagh Parkway, Hicksville

Rebuild existing traffic signals

Replace fiber optic cable from Mineola to Westbury

### **H62162 – Old Country Road Signals Phase 2**

**35 signals**

Old Country Road

From: Apex Lane, Hicksville

To: Round Swamp Road, Plainview

Rebuild existing traffic signals

Replace fiber optic cable from Westbury to Plainview

These projects are subsidized with Federal Aid money and therefore the appropriate NYSDOT inspection forms (MURK) and NYSDOT record keeping software shall be utilized. All project documentation, policies and procedures shall follow the New York State Procedures for Locally Administered Federal Aid Projects Manual (PLAFAP).

Projects may run concurrently.

## **1.0 Scope of Services:**

The County requires the Construction Management / resident engineer service for construction and post-construction phases. The scope of services to be performed in the respective phases (which may overlap) is summarized below.

## **2.0 Construction Phase Services**

2.1 Commencement and Duration – The Construction Phase will commence with the award of a construction contract for the project and will terminate upon final acceptance of the project in its entirety by the County. Total construction phase is scheduled for 18 months. The pre-construction phase is estimated to be 2 months and the post-construction phase is estimated to be 2 months.

2.2 Pre & Post Construction Phase – The pre-construction phase shall include all the required documentation, insurance, safety and

minority paperwork as well as the tracking, review and approval of proposed materials for the project. The post-construction phase shall include all supporting documentation and closeout paperwork in accordance with Federal Aid policies and procedures.

- 2.3 General Construction Administration - The CM shall provide administration of the Project and shall administer all construction contracts on the County's behalf. The CM will be provided a copy of "the Procedure Manual for Project Management" prepared by the Nassau County Department of Public Works, as a guide to the County's standard administrative procedures. Administer the construction of the project, including scheduling of the Work and coordination of the Construction Contractor (CC), and any other persons/entities on the site, so that the Work may be accomplished timely and efficiently, and with minimum inconvenience to the users. The CM shall maintain competent full-time staff at the project site to administer the project, at all times Work is being performed by CC. The CM shall furnish his staff with personal equipment required for project administration, including, but not limited to personal protective equipment, digital cameras, cellular telephones, and anything else needed to perform the work.
- 2.4 Site Conditions – As portions of the work become accessible, CM shall promptly and diligently investigate existing conditions and report to the County, those conditions which differ substantially from the information contained in the Construction Documents. Collaborate with the County to devise appropriate modifications to the Contract Documents.
- 2.5 Quality Assurance – The CM shall create and implement a Quality Assurance Program consisting, at the minimum, of testing, controlled inspection, and the CM's routine observation of the Work of each CC with respect to conformance to the Construction Documents. The CM shall endeavor to guard the County against defects and deficiencies in the Work, and shall coordinate testing and controlled inspection by county staff with the Work of the CCs. The CM shall promptly notify the County, and CC, as applicable, of defective, deficient, and/or non-conforming Work, and shall implement correction/resolution. Track all defective and non-conforming Work through correction until final acceptance by the County.
- 2.5.1 Monitor Progress – Inspect and Monitor the progress of the CC's work and prepare written daily reports documenting the type and location of work performed, each contractor's labor and equipment, and all pertinent details relative to the progress of the Work. Augment the written reports with photographic documentation of the work in progress. Photographs

are required when unforeseen conditions, disputed work, or deficiencies in the Work are encountered. Pro-actively monitor the progress of the Work, taking such steps (on behalf of the County) as are authorized under the CC contracts, to ensure that the CC workforce is sufficient and the Work is being diligently completed in strict compliance with the contract documents.

2.5.2 Documentation – Develop and maintain paper and electronic project files, including, but not limited to, project correspondence, contract drawings and documents, submittals, payment requisitions, standard forms (such as insurance certificates, bonds, lien waivers, releases, etc.) and reports. Documents and records will be maintained for a period of six (6) years after completion of services. The CM shall track all drawings, CC submittals, meeting minutes, and requests for information, supplementary bulletins, changes orders, CC requisitions/payments, correspondence, reports, and all documents which should be part of the project record. Project records, including the project directory and emergency contact information, will be kept well-organized and the information maintained current at all times. The CM shall receive the CCs' submittals such as shop drawings, product data, and samples; promptly review them for completeness and responsiveness; log and finally distribute them to the Engineer for review and approval within 48 hours of receipt by CM of CCs' submittals. The CM shall return submittals to the CC within 24 hours of receipt from the County, and shall update the submittal log accordingly. CM shall collect and compile as-built drawings, maintenance manuals, spare parts and attic stock if any, provided by the CC.

2.5.3 CC Payments: - Receive, review, and recommend for processing by the County, all schedules of values, invoices, and requests for payments prepared by the CCs. CM shall correlate CCs' payment requests with the progress of the Work, and take into account any deficiencies in the Work for which payment is being requested, in making a recommendation. The CM's recommendation for payment shall constitute a representation to the County that, to the best of the CM's knowledge, information and belief the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents. In addition, the CM shall track payments

to CCs document construction expenditures.

2.5.4 Meetings – schedule and conduct regular weekly meetings with the CC, the County, and others, where necessary to plan and coordinate the Work, discuss progress, and solve problems related to the Project. The CM shall also attend periodic meetings with the County as needed. Prepare and timely distribute meeting minutes and agenda. Special meetings will be scheduled as the need arises and participation by the CM at these meetings shall be at no additional cost to the County.

2.5.5 Reporting – The CM shall prepare monthly written progress reports and deliver 5 copies of same to the County, no later than the 10th day of the following month. Such reports shall include the following information at a minimum:

- A. Executive Summary
- B. Progress Narrative - supported by photographs and the project schedule updated to show progress
- C. Issues Report – Report on all critical and important issues, which require the attention of the County
- D. Change Orders – log the status of change orders (e.g., potential, proposed, pending, processed)
- E. CC Payment Summary - include a discussion of variances between amounts paid to date and the cash flow forecast
- F. Budget Report
- G. Log of Non-conforming or deficient work or delay
- H. Attachments – attach photographs, logs, reports, etc. which are germane to the Issues Report.
- I. Critical issues pertinent to the project.

2.5.6 Safety - The CM shall require the CC to submit its safety program and shall serve a central role in dissemination of safety-related information. The CM shall verify and approve means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the Work of the CC as necessary. The CM shall promote safety and endeavor to guard against the creation of unsafe conditions by the CC.

2.5.7 Changes - The CM shall evaluate and prepare all Supplementary Bulletins prior to their issuance, prepare cost estimates, review the CCs' proposals and submit formal written recommendations, including confidential memoranda to the County, clearly



delineating the scope of and reason for the changed work. Evaluate the CC's proposed adjustment to contract price and time, and assist the County in negotiating Change Orders. Where changes are or may be the result of the Engineer's error or omission, the CM shall inform the County of such, and shall track all such changes separately on the County's behalf. Keep a log of all Requests for Information, Supplementary Bulletins, Proposals and Change Orders.

2.5.8 Temporary Office – Work space will be provided to CM at 1194 Prospect Avenue, Westbury, NY 11590, for performing paper work related to the projects. Nassau County will provide a desktop computer and file cabinet storage for use in conjunction with this project.

### **3.0 Post-Construction Phase Services**

#### **3.1**

Contract Closeout - Conduct final inspections of the completed project with County representation and prepare detailed punch lists (observed discrepancies, deficiencies and incomplete items of work), as required. If the project will be completed in phases then multiple final inspections shall be conducted as needed. Compile project record documents collected during the construction phase and supplement with any information collected during construction. Review the as built drawings provided by the contractors and verify that the as-built drawings, to the best of the CM's knowledge, based upon the CM's observations during the progress of the project, document the actual construction of the project. The CM shall then transmit the verified as-built drawings to the Engineer for the preparation of record drawings. Contract closeout is scheduled to be completed in 3 months following the completion of the construction phase.

#### **3.2**

Claims and Disputed Work - The CM shall promptly review CC's claims for additional compensation and/or extension of time, whether these claims are received during or after construction. Where the Work is disputed, promptly refer the matter(s) under dispute to the County for interpretation. Advise the County on the quantum and merits of each claim, and/or recommended resolution of each dispute. At the County's request, schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the construction or post-construction phase. With the County's concurrence, prepare

written response to CC's claims, incorporating the County's determination, where applicable.

3.3

Limitation of Services - Nothing contained in this Agreement shall be deemed to require or authorize the CM to perform any act or render any services other than those of a professional Construction Manager / Inspector, as defined herein. Notwithstanding any language to the contrary, this Agreement shall neither require, nor authorize, the Construction Manager to assume any duty, role, responsibility, or obligation; or perform any task, function, or activity, which is properly that of the Engineer.

## APPENDIX "B"

### PAYMENT SCHEDULE

Payment to the Firm for all services under this Agreement that may be authorized under this Agreement, shall be made as follows:

#### A. BASIC SERVICES

In consideration of all services, exclusive of Extra Services, if any, performed by the Firm (inclusive of sub-consultants, specialty consultants, and all other costs) under this Agreement, the County shall pay the Firm a total amount not to exceed two million three hundred eighty seven thousand eight hundred and sixty eight (\$2,387,868) dollars. The Firm shall be compensated for such services by an amount equal to two point three (2.3) times the actual salaries or wages paid to the personnel engaged in this project, exclusive of payroll taxes, insurance, and any and all fringe benefits.

#### B. ADDITIONAL SERVICES

With written permission of the Commissioner the Firm shall provide additional services related to the successful completion of the project. These services can include but are not limited to providing engineering services related providing support relative to the project. The Firm shall be compensated on an approved lump sum proposal or utilizing wage rates and multiplier identified under Basic Services.

#### B. REIMBURABLE EXPENSES

1. Prolog licenses and support – the Firm shall be reimbursed for the actual costs incurred in connection with the use of Prolog Manager Software. Invoices must be substantiated by bills and payment records.
2. Testing and Controlled Inspection Services – the Firm shall be reimbursed for the actual cost incurred in connection with testing and controlled inspection services. Invoices must be substantiated by reports, bills and payment records.
3. Relocation of Field Office – the Firm shall be reimbursed for the actual cost incurred in connection with relocating its field office. Invoices must be substantiated by bills and payment records.
4. Other Reimbursable Expenses - the Firm shall be reimbursed for authorized reimbursable expenses. These must be approved by the Department, prior to the cost being incurred, in accordance with Section 2 (d) of the Agreement.

## Appendix "EE"

### Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.



Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## APPENDIX "L"

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Maqsood Malik \_\_\_\_\_ (Name)

52 So. Terrace Place, Valley Stream, New York 11580 \_\_\_\_ (Address)

718-525-5500 ext 122 \_\_\_\_\_ (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has   X   has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

---

---

---

---

---

---

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has   X   has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor

relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

---

---

---

---

---

---


---

---

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

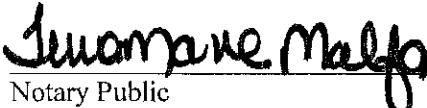
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

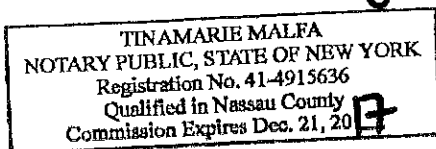
6/29/2015  
Dated

  
\_\_\_\_\_  
Signature of Chief Executive Officer

Maqsood Malik  
Name of Chief Executive Officer

Sworn to before me this  
16<sup>th</sup> JULY  
~~29<sup>th</sup>~~ day of ~~June~~, 2015.

  
Notary Public



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

---

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

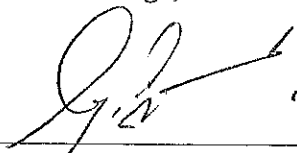
5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

---

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 7/16/2015  
~~6/26/2015~~

Signed:   
Print Name: Maqsood Malik  
Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: M&J ENGINEERING, P.C.

Address: 52 SO. TERRACE PLACE

City, State and Zip Code: VALLEY STREAM, NEW YORK 11580

2. Entity's Vendor Identification Number: 30-0284495

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ CORPORATION ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

MAQSOOD MALIK, PRESIDENT, 180 BAYVIEW AVE., E. ISLIP, NY 11730

ALBERT POZOTRIGO, EXEC. V.P., 753 CLOSTER DOCK RD., CLOSTER, NJ 07624

ARNOLD RUBENSTEIN, VICE PRES., 133 LINCOLN AVE., SADDLE BROOK, NJ 07663

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

MAQSOOD MALIK, PRESIDENT, 180 BAYVIEW AVE., E. ISLIP, NY 11730

ALBERT POZOTRIGO, EXEC. V.P., 753 CLOSTER DOCK RD., CLOSTER, NJ 07624



ARNOLD RUBENSTEIN, VICE PRES., 133 LINCOLN AVE., SADDLE BROOK, NJ 07663

---

---

---

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

---

---

---

---

---

N/A

---

---

---

---

---

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

---

---

---

---

---

N/A

---

---

---

---

---

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

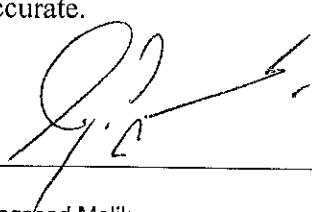
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 6/26/2015

Signed: 

Print Name: Maqsood Malik

Title: President

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

